

1894-025 Chancery Causes. Samuel M. Beaty vs. A. P. With to  
Lee Co.

Tucker, Ball, Morgan

CA-Debt  
T-Property



1 To the Honorable H. S. K. Merriam Judge of the Circuit  
2 Court of Lee County Virginia:

3 Humbly complaining your Orator Samuel <sup>M</sup> Beatty  
4 a citizen of said county of Lee would respectfully represent  
5 that one A. P. Witt <sup>late</sup> likewise a citizen of said county <sup>but now a non resident</sup> is  
6 jointly indebted to him in the sum of One Thousand dol-  
7 lars, which became due and payable April the 8<sup>th</sup> 1890  
8 with legal interest thereon from the 8<sup>th</sup> day of April 1890  
9 to show which, your Orator states that on said 8<sup>th</sup> day  
10 of April 1890, the said A. P. Witt, executed and delivered  
11 to him his note or bond in writing, which is herewith  
12 filed as a part of this bill. Marked (A) by which said  
13 note or bond the said A. P. Witt on said 8<sup>th</sup> day of April 1890  
14 undertook promised and agreed to pay to your Orator  
15 Two years after the date thereof the said sum of One  
16 Thousand dollars for value received, with interest thereon  
17 from the date of said note or bond. And as to said debt  
18 &c. the said A. P. Witt waived the benefit of his home  
19 stead exemption, each and every part of which is unpaid <sup>your Orator</sup> ~~now due~~

20 Your Orator states that about the day of 18  
21 he contracted and sold to said A. P. Witt a tract of  
22 <sup>and being in Lee County</sup> land lying in the neighborhood of Boons Path adjoining  
23 the lands of Chas. E. Bayler and others, known as the old  
24 Sam Shulbourns farm, containing from 300 to <sup>400</sup> ~~400~~ acres, for which  
25 the said Witt was to pay your Orator the sum of \$4000.00  
26 all of which has been paid, except the sum of \$1000.00 and  
27 the interest thereon which is evidenced by the note or bond first  
28 herein referred to. And at the time of said bargain and  
29 sale, your Orator executed to the said A. P. Witt his bond  
30 for a title to said tract of land, when the purchase money  
31 therefor should be fully paid

32 Your Orator states that by a deed dated the 10<sup>th</sup> day



Your Orator states that soon after making said sale the  
said A. B. Witt left the state of Virginia and is now  
a non-resident of the state.

1 of October 1892 he and his wife have made executed and  
2 acknowledged for record a deed of conveyance, by which  
3 they have conveyed to said A. B. Witt said tract of land, so  
4 sold by your Orator to him with covenants of general war-  
5 ranty, and this original deed is herewith filed, marked (B)  
6 and this deed of conveyance is herewith filed as an escrow  
7 to be delivered to said A. B. Witt when the balance of the  
8 purchase money due thereon shall be fully paid;

9 Your Orator further states that while this matter stood as  
10 between himself and said Witt, <sup>as just stated,</sup> the latter bargained and sold  
11 said tract of land to one William Tucker and P. M. Ball  
12 who thereupon took possession thereof under their said purchase  
13 and are now in the peaceful possession thereof; \*

14 Your Orator states that at the time said Tucker and Ball  
15 so purchased said land from Witt, they were aware of the  
16 fact that said Witt was still owing your Orator, the said  
17 \$1000.00 of purchase money, with the accruing interest thereon  
18 and they took <sup>and accepted</sup> said land, subject to the vendors lien thereon  
19 for the said unpaid purchase money.

20 Your Orator states that so far as he is concerned, he has now  
21 fully executed the contract between him and said Witt, by the  
22 execution of said escrow deed, and having done so, he is now  
23 entitled to have a specific execution of the said contract on  
24 the part of said Witt, and that the said tract of land now  
25 in the possession of said Tucker and Ball is liable to be taken  
26 and applied by a court of equity to the payment of your  
27 orators said debt of \$1000. and accruing interest, which constitutes  
28 a valid and subsisting lien thereon, and to attain that  
29 end is the object of this bill;

30 The premises considered your Orator prays that the  
31 said A. B. Witt, Wm. Tucker and P. M. Ball be made defendants  
32 to this bill and be required to answer the same.

That order of publication be made posted and published against  
the said A. B. Witt.



1 that upon a hearing thereof, a decree be rendered in  
2 favor of Henry Orator against the said A.P. Witt for One  
3 Thousand dollars with legal interest thereon from the  
4 8th day of April 1890 till paid and the cost of this suit  
5 that said tract of land or so much thereof as may be necessary  
6 to pay said debt and cost, be decreed to be sold. And  
7 if in any wise mistaken in this his Special prayer  
8 then your Orator prays for all general relief. May  
9 the Commonwealth writ of Habeas Corpus directed to.

Henry J. Morgan Counsel



July. 150

C 10.00

S 1.00

At 15.00

Pr. 5.00

\$32.53

Samuel M. Braty

vs. } Orig Bill in Chy

A. P. Witt & others

1892 1st Octo Rules

Bill filed, Spu

Ed on home Defts

& D. Vici as to their

Order Dub. as to now

resident Deft & Contd

" 2<sup>nd</sup> Octo Rules D. Vici

Contd & Contd for O.P.

" 14<sup>th</sup> Nov. Rules Contd

" 1<sup>st</sup> 2<sup>nd</sup> Dec " "

1893 1<sup>st</sup> 2<sup>nd</sup> Jan " "

" 1<sup>st</sup> Feb " "

" 2<sup>nd</sup> " " Order Dub.

Completed Cause set for

hearing by Plff.



To the Hon. H. S. K. Morrison Judge of the  
Lee County Circuit Court.

The separate demurrer and answer of  
Wm. Tucker to a bill of complaint filed in this  
honorable court against him and A. P. Witt &  
P. M. Ball by Samuel M. Beatty; for demurrer says  
that said bill is not good and sufficient  
in law and he accordingly demurs thereto & prays

Not waiving his said demurrer but  
wholly relying & insisting thereon, should any  
further or other answer be deemed necessary  
for answer says — That it is true as he is  
informed and believes that said Witt did sell  
to said A. P. Witt the tract of land mentioned in  
said bill, and it is also true that your  
respondent, afterwards, as well as the said  
P. M. Ball purchased the same land from the  
said Witt in different parcels. as follows —  
Your respondent purchased one hundred  
acres and has fully paid the amount  
he agreed to pay the said Witt for the land  
except about ~~seventy four~~ <sup>seventy four & 3/4</sup> dollars which  
your respondent estimates is due upon said  
land, and which sum should your honor  
consider ~~should~~ <sup>ought to</sup> be paid to complainant he is  
ready and willing to pay the same as your  
honor shall direct. Your respondent would



further show that after he had made the  
said purchase and had paid a large amount  
of the purchase money, the said P. M. Ball  
purchased the residue of said land amounting  
to Two hundred & ten acres - and he is informed  
and believes that the said Ball still owes  
the vendor A. P. Witt something near the sum of  
\$2000 <sup>as</sup> ~~the~~. Which <sup>tract of land damaged to said A. P. Witt</sup> your order is advised should  
be first subjected to the payment of complainant's  
debt as no one could thereby be injured as he  
<sup>on the purchase price</sup> owes, nearly double the amount demanded by  
complainant and your respondent would be  
greatly damaged by now being deprived  
of his home having been in the possession  
of the same for two years and spent large sums  
of money improving the same. ~~As he at~~  
~~different times made payment on the said~~  
~~land complainant well knew~~ And complainant  
well knew that he had paid <sup>a large part of</sup> the purchase  
money and knew it at the time the same  
was paid, and made no objection whatever  
or set up any claim to the same by reason  
of the pretended lien. Upon the whole your  
respondent prays that the said Two hundred & ten  
acres conveyed to said Ball be subjected to  
the payment of complainant's claims, and if the same  
be not sufficient to pay the same, then should



your honor be of the opinion that after respondent  
pays whatever amt. is due upon his purchase  
that ~~de~~ respondent. has a lien upon his interest  
then it should be satisfied. Respondent thinks  
that cannot lost his lien upon his interest as  
he stood by and saw him pay to his vendor  
the purchase money as aforesaid without objection  
thus entering into and practicing a fraud  
upon your respondent. Your respondent  
prays that this may be considered an over-  
cross bill or petition so that the same  
may be most effectually in obtaining the  
relief herein sought and to equity belonging

Joachim & Blumenshuf-  
Sol. for Deft.

Virginia Lee County to wit

This day Wm. Tucker personally appeared before  
me and made oath that the foregoing facts as  
set forth in the above is true to the best of  
his knowledge & belief in so far as he knows himself  
and he believes them to be true in so far as he depends  
upon his knowledge from other sources. Given  
under my hand this March, 7<sup>th</sup> 1893

John R. Gibson D. C.



Wm Tucker  
vs } Answer

Samuel M. Beatty

Filed in open  
Court by leave  
thereof March  
7<sup>th</sup> 1853  
J. A. Hyatt



Samuel M. Beatty Pff }  
 vs. } In Chy  
 A. P. Witt others Defts }

This cause came on again to be finally heard on the papers formerly read in the cause, and the report of Special Comr. Henry J. Morgan dated Dec: 4 and filed in the cause Dec: 10 1893 showing that he had collected the <sup>balance of the</sup> entire purchase money due for the land sold in this cause on the 15 day of May 1893 and <sup>that he had</sup> paid the same to the Pff S. M. Beatty amounting to \$817.04 as shown by his receipt filed with said report; and was argued by counsel, and the said report being unaccepted, <sup>to</sup> on consideration whereof it is adjudged ordered and decreed that said report be confirmed and it is further ordered that as the entire purchase money is now paid, that the deed of Beatty wife to Witt filed as an escrow in this suit, be now delivered to the deft Witt and no further action being necessary in the cause. The parties are hence dismissed and the cause stricken from the docket.



S. M. Beatty

as { Dec. No. 3 final  
3

A. P. Watt others  
E. O. P. Page 562  
March 9 1894

Enter this  
March 9 1894  
H. S. K. M.  
—



Samuel M. Beatty

vs

A. P. Witt & others

Plff

vs

Defts

This cause came on again to be heard further this day on the papers heretofore read therein, and the report of Special Comr. Henry J. Morgan dated and filed in the cause May 16 1893 showing the sale of a part of the tract of land in the bill mentioned to the deft. A. P. Witt for \$1252.06 and the receipt of \$461.28 by said Comr. Morgan of the purchase price thereof, and the disbursement of that sum by him, and was argued by counsel, and said report being unaccepted to. On consideration of all which it is adjudged ordered and decreed that said report be and the same is hereby confirmed and the cause is continued



S. M. Brady

as } Sum No 2

A. P. Witt & others

Entered Clk O.B.

page 477.

June 7th 1893

J. A. Hyatt

Enter this

June 7 1893

H. S. M.



Samuel M. Beatty

Plff

vs.

Geo. Chy

A. P. Witt & others

Defts

On the motion of Mr. Tucker one of the defendants in this cause, leave is granted him to file his demurrer and answer to the plaintiffs bill and the same was thereupon filed and the plaintiff thereupon joined in said demurrer and entered a general replication to said answer, And upon consideration of the said Demurrer the same is overruled and thereupon the cause came on to be heard upon the bill of the Plff and exhibits therewith, taken for confessed by the defts Witt, and Ball, and the answer of Mr. Tucker and the order of Publication entered, posted and published against the debt A. P. Witt. and was argued by counsel. On consideration of all which it is adjudged ordered and decreed that the Plff Samuel M. Beatty, recover of the defendant A. P. Witt, the sum of One Thousand dollars with legal interest thereon from the 8th day of April 1890 till paid, and the costs of this suit, And it appearing to the court, that the sum above decreed the Plff against said Witt, operates as a subsisting and valid vendors lien, on the entire tract of land sold by the Plff to the debt Witt and now in the possession and hands of the defendants P. M. Ball & said Mr. Tucker, and that the whole of said tract of land is liable to be taken and applied to the <sup>payment of the</sup> plaintiffs demand if necessary. But since it appears to the court by the answer of the debt Tucker, that he purchased of his co. debt Witt 100 acres of said tract of land, and has nearly paid him therefor, and that his co defendant P. M. Ball purchased of said Witt the residue of said tract of about 210 acres, and that said Ball is still owing said Witt, more than a sum sufficient



to pay the sum before decreed the plaintiff against the said  
Hatt. It is therefore further adjudged ordered and decreed  
that unless the debt Hatt or some one for him, shall pay  
to the plaintiff within 20 days from the rising of this court  
the sum before decreed him  
then that the tract of land in the bill mentioned consisting  
of 310 acres or so much thereof as may be necessary be  
sold as will pay the plaintiff's debt and cost, but including  
this sale the land sold by said Hatt to said P. M. Ball shall  
be first sold, or so much thereof as may be necessary for  
the purpose, and in the event that this should prove  
insufficient for the purpose, then that so much of that tract  
sold by Hatt to Tucker, will be sold as will pay the  
residue of the plaintiff's debt and cost, the sale here ordered  
shall be made at public auction to the highest bidder  
at the front door of the court house of Lee County on some  
court day after the same shall have been duly advertised  
for 30 days previous thereto showing time, terms and place  
of sale. At this sale so much cash as will pay the costs  
of suit and sale, and one third part of the plaintiff's debt  
will be required to be paid in hand, and as to the resid-  
ue of said debt 6 + 12 months time will be given in  
equal installments with interest from date, and the purchaser  
required to give bond with approved security for the deferred  
payments. And Henry J. Morgan is appointed a Special  
Clerk to execute this decree, who before doing so. is required  
to execute bond with good security before the clerk of this  
court in the penalty of \$2000.00 with condition to answer  
for all money he may receive in the case, and he will  
report his action to the court & the cause is continued



Samuel M. Beatty

as { Decm No 1.

A. F. Hyatt & others

Entered A. B. page  
442-443. March 8<sup>th</sup> 1892  
J. A. G. Hyatt, c.

Enter this

March 8 1893

A. S. K. M.  
111



Virginia. Circuit Court Lee County  
J M Beatty.

vs.

A P With. Wm. Tucker & P M Ball

Deft

Defts

in Chy

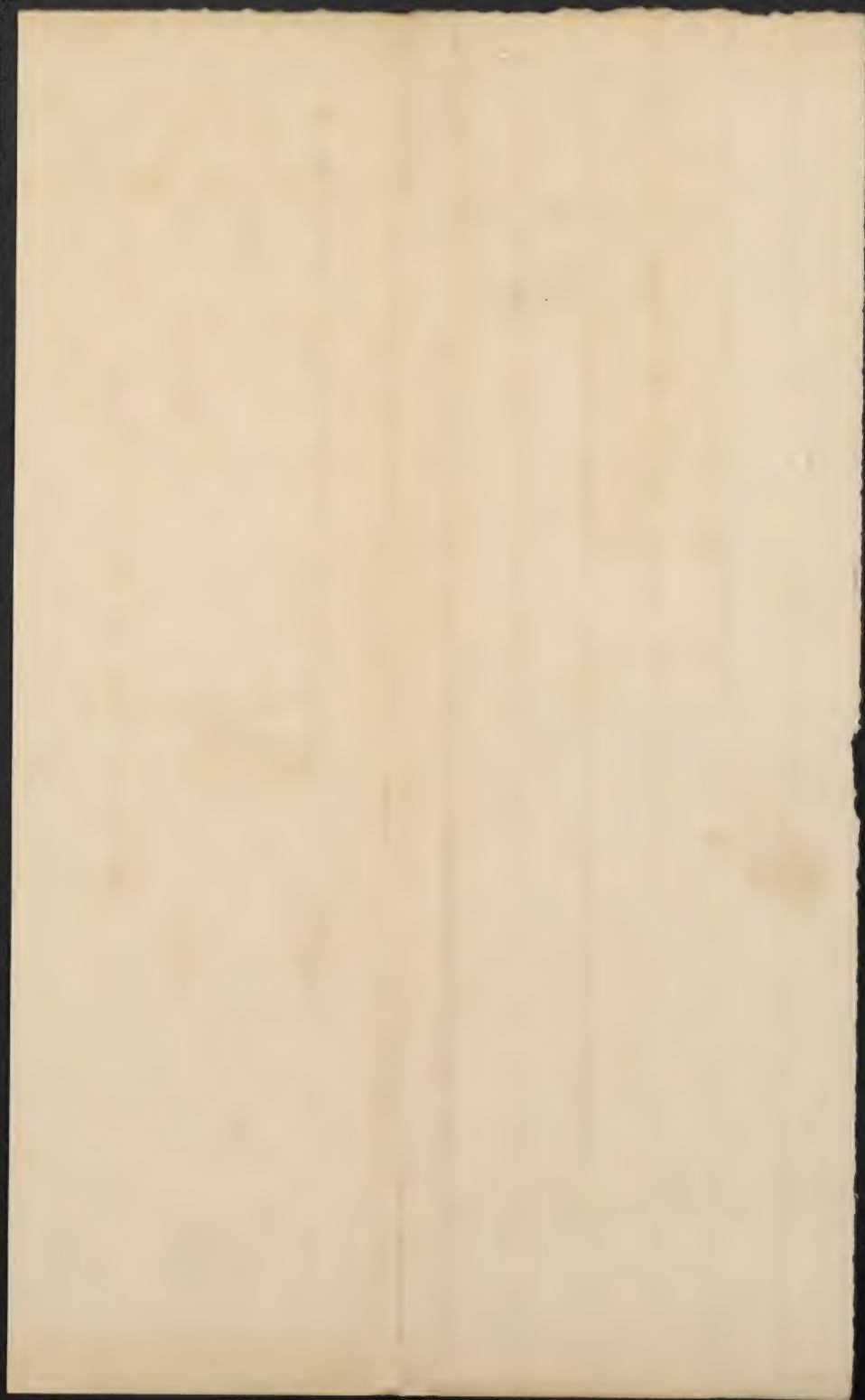
I do swear that from information recently obtained  
the defendant A P With is not a resident of the state of Virginia  
as I verily believe so help me god.

Sworn to before me  
this 11 day of Oct 1892

Henry J Morgan

Clk







Received of J. Morgan My atto in the name of myself  
vs. A. P. Watt & others. his check on Pavells Valley Bank  
for Three Hundred and twenty five dollars and 38 cents  
collected by him from said A. P. Watt May 16 1893

Samuel M. Peaty



Samuel M. Beatty

vs.

A. P. Watt & others

Plffs

Defts

In Chy

1        Recd, of H. J. Morgan Cash. in this cause Eleven dollars &  
2        fifty three cents the fees due me therein May 16 1893

3        J. A. L. Abbott Clerk

4        Recd, of H. J. Morgan Cash. & as above One dollar the fees due  
5        me in said case May 16 1893

6        W. E. Fanning Sheriff

7        Recd of H. J. Morgan Cash. & as above Five dollars the fees due  
8        me for over Publication therein May 16 1893

9        Geo. C. Coleman L. Republican

10       I have returned in my own hands as Cash. \$48.37 of which  
11       \$15.00 is the Tax fee in the cause \$15.00 for Commission on first \$300-  
12       of sale and \$18.37 Commission on residue of sale May 16 1893.

13       Henry J. Morgan atty & Cash.

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1	Samuel M. Beatty	Sept	} In Chamber
2	vs		
3	A. C. Witt & others	Sept	

After having duly advertised that I would do so I proceeded on the 15th day of May 1893 that being county court day, at the front door of the court house of Lee County to sell at Public Auction to the Highest bidder so much of the 310 acre tract of land in the bill mentioned as would pay the Poff's debt and cost, amounting in the aggregate to \$1252.06 When the defendant A.P. Witt offered that sum for that part of said tract of land sold by him to his co-defendant, Phillips M. Ball, supposed to contain 210 acres, and that being the only and best bid offered, said A.P. Witt became the purchaser thereof at that price. The said Witt thereupon paid me, one third part of the debt due the Poff of \$395.38 and \$65.90 for costs and commissions of sale amounting in the aggregate to \$461.28 and he also executed to me as court his two notes for \$395.38 each with C.E. Bayler as security bearing interest from date, one of which is payable in 6 and the other 12 months from date

The land did not bring more than one half its value  
but as it was purchased by Witt with the view of enabling  
himself to carry out his contract with his co-defendants  
Ball and Tucker, I think the sale to him should be confirmed

25	My account of the cash payment is shown as follows:					
26	To Cash received on day of sale this sum					461 28
27	By this sum paid Hyatt Clarke fees			1	1	53
28	" " " "	Fleming Sheriff fee		1	00	
29	" " " "	Columbian Printer fee		5	00	
30	" " " "	Attorney Tax fee		1	50	
31	" " " "	Notarial Commissions on first \$300 of sale		1	50	
32	" " " "	" " " "	Paiden #910 17	1	83	7

" " " Paid \$ M 13 Laty the Peff on the 2nd and 3953846128  
 Respectfully Submitted Henry J. Morgan Special Com  
 May 16 1893



Samuel M. Beatty

25. } Cont. Report of sale of land

32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

A. P. Witt & others

Filed May 16 1893;

J. A. G. Stuyatt ©



\$817.04

Saml Beatty vs. A.C. Witt & others - In Lohy

Received of Harry J Morgan Comt. in the above styled suit  
the sum of Eight Hundred and Seventeen dollars and four  
cents being the balance in full of the purchase money due  
from A.C. Witt, for the land sold in said cause. And I hereby  
authorize said Morgan to Surrender to said Buyer his and  
said Witts notes to him as Comt. for said purchase money Dec 4 1893

Samuel M Beatty



Samuel M. Beatty      Pffg  
vs.                              Defts } In Chancery  
A. P. Witt & others.

To The Hon H. S. K. Morrison Judge of the Circuit  
Court of Lee County Virginia;

The defendant A. P. Witt who was the purchaser of that  
part of the tract of land in the bill mentioned sold by him to  
P. M. Ball. And ~~then~~<sup>re-</sup> sold in this cause, on the 15th day of  
May 1893 by the undersigned as a commissioner for the purpose  
of paying the balance of the purchase money. On the 4th day  
of Dec. 1893 paid to me the two deferred payments or installments  
of the purchase money, amounting in the aggregate to \$817.04  
and on the same day I paid the same sum of money to the plaintiff  
Samuel M. Beatty who gave to me his receipt for the same, and the  
said receipt is herewith filed or attached showing this fact; and the  
purchase money now being paid, the defendant Witt is now enti-  
-led to the deed of Beatty to him filed as an answer in the cause,  
and this winds up the matters of this suit, so that the cause may  
be stricken from the docket

Respectfully Submitted

Harry J. Morgan

Dec. 4 1893



Samuel M. Beatty

vs { Cont. Repat. Rec. & Disbursements  
of purchase money

A. C. Witt others.

---

Filed Dec. 10 1893

A. B. Munsey Clerk



\$ <sup>00</sup>1000 <sup>00</sup>100

April 8th

1890

Two years

after date I promise to pay to the order of

Samuel M. Beatty

At

One Thousand

Dollars,

for value received, and I hereby waive, as to this debt, the exemption from liability of the property which I may be entitled to hold exempt under the provisions of the Homestead Law. Witness my hand and seal with ink from date

P.O. Co.,

State

A. P. Witt Sec'd

Due



(A)

A P Hill

to York

10000

John B. Hill



KNOW ALL MEN BY THESE PRESENTS, That we

*O Henry J. Morgan*  
*and J. A. Hyatt*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Two*

*Thousand (2000)* dollars, to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our

and each of our heirs, executors and administrators, jointly and severally, firmly by these

presents, hereby waiving the benefit of our homestead exemptions as to this obligation,

and any claim, right, or privilege to discharge any liability arising under this bond, or by

virtue of said office or trust, in any currency, funds, counter claims or offsets other than

legal-tender currency of United States. Sealed with our seals, and dated *10<sup>th</sup>* day

of *April*, one thousand eight hundred and *Ninety three*

The Condition of The Above Obligation is Such, That if the above bound

*O Henry J. Morgan*  
shall faithfully perform the duties of *his* office, or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the

day of *March*, 18*93*, in the suit therein depending

under the name and style of *S. M. Beatty* Plaintiff

vs. *A. P. Witt et al* Defendant

and properly account for all sums of money *he* may receive as

such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

*O Henry J. Morgan* (SEAL.)  
*J. A. Hyatt* (SEAL.)  
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me, J. A. G. Hyatt, Clerk of the Circuit

Court of the County of Lee, that

estate after the payment of all just debts, and those

for which bound as securit for others, and expect to have

to pay worth the sum of dollars.

Given under my hand this day of 18 .

Teste: Clerk.



S. M. Beaty  
vs Board  
A. P. Witt et al

Filed April 10 1893  
J. A. S. H. H. H.



6 11.53  
 5 1.00  
 B 5.00  
 a 15.00  
32.53

A.C. Witt note to S.M. Beety dated April 8 1890 Int from date \$1000.00

Interest to May 15 1893 - 3 years 1 mo + 7 days  $\frac{186.16}{1186.16}$

Add for costs of this suit \$32.53

" 5% on first \$300 of the debt 15.00

" 2% on remainder of \$910.17  $\frac{18.37}{65.90}$

It will require this sum to pay debt & cost May 15/93 1252.06

Total Debt due poff May 15 1893 is \$1186.16

One third thereof to be paid in cash \$395.38<sup>2</sup>

One note Int from date 395.38<sup>2</sup>

395.38<sup>2</sup> 1186.16

Cash one third paid Int \$395.38  
 costs of suit & sale  $\frac{65.90}{461.28}$



Virginia At Rules held in the clerk's office of the Circuit Court  
of Lee County on the 3<sup>rd</sup> Monday in Oct 1892

Samuel M. Beatty

vs.

Defts

In Chy

A. P. Witt Wm Tucker and P. M. Ball

Defts

The object of this suit is to recover against A. P. Witt \$1000.00 with  
interest thereon from the 8<sup>th</sup> day of April 1890 till paid and the cost,  
and to subject to the payment thereof the tract of land in the bill  
mentioned now in the possession of the defts Tucker and Ball  
and it appearing by affidavit filed in the cause that the  
deflt A. P. Witt is not a resident of Virginia It is ordered  
that he appear here within one month And do what is necessary  
to protect his interest in this suit

H. J. Morgan P. R.

J. A. Hyatt Clerk



S M Beatty

v. } Order Pub.

A. P. Wattsohn

I certify that  
I parted an  
office copy of the  
Order on Dec. 1st  
last on Court day  
Nov. County Court  
1892 and Delivered  
an office copy to  
Geo. W. Republican  
for publication  
on the Oct. 27th  
1892. J. M. Beatty



# The Commonwaalth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*J. D. White, Wm. J.  
Lucker and P. M. Ball*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

*October* next, being rule day to answer a bill in Chancery exhibited in our said Court against

*them* by *Samuel M. Beatty*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *26<sup>th</sup>*

day of *Sept*, 18*91*, in the 11*7* year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.



W.H.M.

Daniel M. Beatty

3 in pa

2 in copy

A. P. Witt

Lo 1st Octo 1892

Executed by de  
livering an office  
copy of within  
summons to P. H.  
Ball and J. H.  
Truex, A. P. Witt  
not found in the  
copy of within  
Oct 1st 1892  
J. H. Truex  
J. H. Truex



# The Commonwaalth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*A. P. Witt, Orm. G.*  
*Lucken and P. M. Ball*

To appear at the Clerks Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in

*October* next being rule day to answer a bill in Chancery exhibited in our said Court against

*them* by *Samuel M. Beatty*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *26<sup>th</sup>*

day of *Sept.* 18*77* in the 11*7* year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.



For  
A. D. Pitt



VIRGINIA. At Rules held in the clerk's office of the circuit court of Lee county on the 3rd Monday in October 1862.

Samuel M. Beaty, Plaintiff.

vs.

A. P. Witt, Wm. Tucker and G. M. Bail dfts.  
In Chancery.

The object of this suit is to recover against A. P. Witt \$1000.00 with interest thereon from the 8th day of April 1890 till paid and the cost, and to subject to the payment thereof the tract of land in the bill mentioned now in the possession of the defendants Tucker and Ball and it appearing by affidavit filed in the cause that the defendant A. P. Witt is not a resident of Virginia. It is ordered that he appear here within one month and do what is necessary to protect his interest in this suit.

J. A. G. HYATT, Clerk.

H. J. Morgan, p. q.

no104t



VIRGINIA, Lee County, To wit: I  
Geo. C. Coleman, editor and publisher  
of the LEE COUNTY REPUBLICAN, a news-  
paper, printed in the town of Jonesville,  
in the county of Lee, Virginia, do here-  
by certify that the foregoing order of  
publication was duly published in said  
paper for four successive weeks, from  
and after the 1st day of Nov.....  
189<sup>9</sup>.... Ending on the 8th day of Dec....  
1899....

Geo. C. Coleman,  
Editor and Publisher.

Printed for 5.00

S. M. Beatty

$\frac{3}{3}$  Printers

vs  $\frac{3}{3}$  certificate

A. P. Will et al

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Drs fee \$5.00